Railway project procurement agreement

BETWEEN

HUAWEI TECHNOLOGIES D.O.O. Beograd

AND

DOT NETWORKS DOO BEOGRAD.

AGREEMENT NO: PPA3411SRB24041610353600

DOT NETWORKS doo
Br. 17-1-106/24
10.05. 2024 god.
BEOGRAD

Agreement

Huawei Technologies d.o.o. Beograd, a company incorporated under the laws of Republic of Serbia and having its registered office located at Omladinskih brigada 90D, ,11000 Belgrade, Serbia ("Huawei" or "Contractor").

AND

DOT NETWORKS DOO BEOGRAD a company incorporated under the laws of Republic of Serbia and having its registered office at Oblakovska 51, Belgrade, Serbia (hereinafter referred to as "Supplier" or"Subcontractor").

Huawei and the Supplier shall be referred to collectively as "Parties" or individually as a "Party" where the context of the Agreement so requires.

BASED ON

The FPA3411SRB22110510227502 signed between **Huawei Technologies d.o.o. Beograd** and **Roaming Networks d.o.o.** Both parties agree to comply with terms and conditions in this agreement

1. Scope definition

This agreement PPA3411SRB24041610353600 added additional work scope for railway project segment 3 Novi Sad station , update the payment terms and delivery requirement . For detail scope , refers to Annex 1.

2. Contract price and payment

The amount paid to the Supplier shall be ascertained with the actual quantity specified in each PO and unit price which is included in the Annex 1.Bill of Quotation

2.1 Payment of Information Display system equipment

2.1.1 **1st Payment milestone**:

After the Buyer issue the PO, the buyer accepts the correct invoices from the Supplier, and the Buyer pays the Supplier [60%] advance payment of the equipment price immediately

2.1.2 **2nd Payment milestone**:

The Buyer pays the Supplier [37%] of the equipment price, after equipment is delivered to the Buyer's designated warehouse and is inspected and approved. The payment will be made with in 45 calendar days upon the acceptance of the invoice and the relevant documentation by Huawei Finance. The Supplier submits the following documents,

(1) The commercial invoice and payment application of the delivered and unsettled materials;
(2) The acceptance document issued by or approved by the Buyer;
(3) The receipt list signed by the Buyer;

2.1.3 **3rd Payment milestone**:

The Buyer pays the Supplier [3%] of the equipment price, after equipment is commissioned and customer acceptance is done. The commissioning and service will be additional part of annex. The payment will be made with in 45 calendar days upon the acceptance of the invoice and the relevant

documentation by Huawei Finance. The Supplier submits the following documents,

(1) The commercial invoice and payment application of the materials;

(2) The acceptance document issued by or approved by the Buyer;

(3) The receipt list signed by the Buyer;

Upon receipt of the documents listed above, the Buyer shall review the authenticity and accuracy of the documents in accordance with the terms of this Contract as the basis for payment. The equipment should be inspected and approved within 14 days after it arrives at the Buyer's designated warehouse if it meets the requirement.

2.2 Payment of Information other system equipment

2.2.1 **1st Payment milestone**:

After the Buyer issue the PO, the buyer accepts the correct invoices from the Supplier, and the Buyer pays the Supplier [15%] advance payment of the equipment price immediately

2.2.2 **2nd Payment milestone**:

The Buyer pays the Supplier [75%] of the equipment price, after equipment is delivered to the Buyer's designated warehouse and is inspected and approved. The payment will be made with in 45 calendar days upon the acceptance of the invoice and the relevant documentation by Huawei Finance. The Supplier submits the following documents,

(1) The commercial invoice and payment application of the delivered and unsettled materials;

(2) The acceptance document issued by or approved by the Buyer;

(3) The receipt list signed by the Buyer;

2.2.3 **3rd Payment milestone**:

The Buyer pays the Supplier [10%] of the equipment price, after equipment is commissioned and customer acceptance is done. The commissioning and service will be additional part of annex. The payment will be made with in 45 calendar days upon the acceptance of the invoice and the relevant documentation by Huawei Finance. The Supplier submits the following documents,

(1) The commercial invoice and payment application of the materials;

(2) The acceptance document issued by or approved by the Buyer;

(3) The receipt list signed by the Buyer;

Upon receipt of the documents listed above, the Buyer shall review the authenticity and accuracy of the documents in accordance with the terms of this Contract as the basis for payment. The equipment should be inspected and approved within 14 days after it arrives at the Buyer's designated warehouse if it meets the requirement.

2.3 Payment of service

2.3.1 Upon the arrival (after passing the acceptance), installation and commissioning of all contract equipment and the acceptance (PAC), the Supplier applies to the Buyer for payment based on the acceptance documents and the payment application, and after the Buyer receives the above documents and verifies them as correct, the Buyer pays the Supplier [100%] of the service price. The payment will be made with in 45 calendar days upon the acceptance of the invoice and the relevant documentation by Huawei Finance. The Supplier submits the following documents,

(1) The commercial invoice and payment application of the service;

(2) The acceptance document issued by or approved by the Buyer;

(3) The receipt list signed by the Buyer;

2.4 Both sides agree the Buyer is entitled to use the payable to the supplier in other projects as the guarantee for the advance payment to the supplier. The buyer has the right to deduct the payment of other projects the buyer should pay to the supplier in the case that the buyer fails to fulfill its contract duty.

2.5 The price is agreed in EUR and the Invoicing and payment currency shall be RSD, and the exchange rate is accordance with the EUR/RSD middle exchange rate of the National bank of Serbia on the invoicing date.

3. Liability for breach of contract

3.1 During the term of validity of this Contract, if the Supplier is unable to deliver the goods and provide services on time during the performance of this Contract, it shall timely notify the Buyer in writing of the fact of delay, possible delay and reasons. Upon receipt of the Supplier's notice, the Buyer shall evaluate the situation.

3.2 Unless the special contract terms are agreed by both parties, if the Supplier fails to deliver goods and provide services in accordance with the time agreed herein, (Display systems delivered to Huawei Not later than December 10th 2024; Other system equipment delivered to Huawei Not later than June 10th) without prejudice to the Buyer's exercise of other remedial measures hereunder, the Buyer has the right to deduct the compensation for delay from the payment payable. Compensation for each week of delay shall be deducted at the rate of two percent (2%) of the PO value of the delayed goods or services, until the delivery of goods or the provision of services. The maximum amount of compensation for delay shall be 10% (ten percent) of the PO value of the delayed goods or services.

4.Annex

Annex 1.Bill of Quotation

The present Amendment, entering into force starting from date both parties sign it. There are 3 (three) copies of this Amendment, 2 (two) copies for Contractor and 1 (one) for Supplier.

Huawei Technologies d.o.o. Beograd (Seal)	DOT NETWORKS DOO BEOGRAD (Seal): DOO DOT NETWORKS 2 BEOGRAD
Authorized representative's Name:	Authorized representative's Name: MIHAILO HRDA
Signature:	Signature:
Authorized representative's Title: GM	Authorized representative's Title: CEO
Date: 10/5/2024	Date: 10/5/2024